

**WORK SESSION AGENDA
WYOMING CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS**

Monday, June 9, 2014, 7:00 P.M.

- 1) Call to Order**
- 2) Student Recognition**
- 3) Public Comment on Agenda Items (3 minute limit per person)**
- 4) Acquisition of Tax Foreclosed Property**
- 5) UCOM/Metro Health Hospital/City of Wyoming Community Garden**
- 6) Silver Line Implementation Ordinance**
 - a) Amendment to the ITP Agreement**
 - b) Fare Evasion and Dedicated Lane Ordinance**
- 7) Additional Public Safety Communication Needs**
- 8) Fireworks Permits**
- 9) Any Other Matters**
- 10) Acknowledgement of Visitors/Public Comment (3 minute limit per person)**

RESOLUTION NO. _____

RESOLUTION TO EXERCISE THE RIGHT OF FIRST REFUSAL
TO ACQUIRE TAX FORECLOSED PROPERTY FROM
KENT COUNTY FOR A DECLARED PUBLIC PURPOSE

WHEREAS:

1. The tax foreclosed property located at 2108 Godfrey Ave SW, PPN 41-17-11-203-017-2 has deteriorated in physical and economic condition, which necessitates acquisition, renovation and development to maintain property values; and
2. Non-profit housing developer Next Step of West Michigan has requested the City of Wyoming acquire this property from the tax foreclosure list, allowing for reasonable acquisition costs through the City to address blight; and
3. The City of Wyoming is declaring that the tax acquisition and subsequent transfer of this property is for the public purpose of eliminating slum and blight conditions.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby exercise its right of first refusal to acquire tax foreclosed property from Kent County for \$8,837.75, for the declared public purpose of eliminating slum and blight conditions.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on:

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

RESOLUTION NO. _____

RESOLUTION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH NEXT STEP
OF WEST MICHIGAN FOR THE TRANSFER OF PROPERTY

WHEREAS:

1. The tax foreclosed property located at 2108 Godfrey Ave SW, PPN 41-17-11-203-017, will be obtained by the City of Wyoming from Kent County, through tax acquisition, for a declared public purpose; and
2. The City of Wyoming is declaring that the tax acquisition and subsequent transfer of this property is for the public purpose of eliminating slum and blight conditions; and
3. By partnering with area nonprofit housing developers such as Next Step of West Michigan, the City creates a partnership leveraging public and private resources for neighborhood improvements and the stabilization of property values, while expanding affordable housing opportunities.

NOW, THEREFORE, BE IT RESOLVED:

1. The Wyoming City Council does hereby enter into a Development Agreement with Next Step of West Michigan for the transfer of property at 2108 Godfrey Ave SW, PPN 41-17-11-203-017, for the public purpose of eliminating slum and blight conditions, and also authorizes the Mayor and City Clerk to exercise a conditional quit claim deed to transfer 2108 Godfrey Ave SW, PPN 41-17-11-203-017 to Next Step of West Michigan for the total amount of \$8,837.75 for the reimbursement of City acquisition costs.

Moved by Councilmember:

Seconded by Councilmember:

Motion carried Yes
 No

I hereby certify that the foregoing Resolution was adopted by the City Council for the City of Wyoming, Michigan at a regular session held on:

ATTACHMENT:

Development Agreement

Heidi A. Isakson, Wyoming City Clerk

Resolution No. _____

STAFF REPORT

Date: June 3, 2014

Subject: Acquisition of Tax Foreclosed Property for the Purpose of Blight Remediation
Nonprofit Developer Partnerships

From: Rebecca Rynbrandt, Director of Community Services

Cc: Scott Jonkhoff, Next Step of West Michigan

Meeting Date: June 9, 2014

RECOMMENDATION: It is recommended that the City Council:

1. Approve a resolution exercising the City of Wyoming's right of first refusal to acquire tax foreclosed property for the public purpose of blight remediation. This property being 2108 Godfrey Ave SW.
2. Approve development agreement with Next Step of West Michigan to transfer acquired property for the purposes of for neighborhood improvement and blight remediation.

SUSTAINABILITY CRITERIA:

Environmental Quality – The subject property has deteriorated in physical and economic condition the acquisition, renovation, and development of which is necessary to maintain property values of the residential neighborhood and to remediate blight.

The State of Michigan under the Blight Area Rehabilitation Act 344 of 1945 states that the conditions that constitute blight are to be broadly construed to permit a municipality to make an early identification of problems and to take early remedial action to correct deterioration and to prevent worsening of blight conditions. The State allows a municipality to acquire properties from the annual tax foreclosure list prior to the county's public auction for public purpose, which includes the remediation of blight.

Social Equity – By partnering with area nonprofit housing developers such as Next Step we create an innovative public-private partnership leveraging public and private resources for neighborhood improvement, the stabilization of property values while expanding affordable, quality housing for persons of low and moderate income households. The City, its citizens and neighborhoods will be benefited and improved by such housing.

Economic Strength –Next Step will invest private and public philanthropic and grant resources to renovate salvageable homes, and, where appropriate, to build new, resulting in an improved

property values. These projects are designed to be catalysts in improving and maintaining property values in the immediate adjacent area.

DISCUSSION:

The City of Wyoming has been approached by Next Step with request to acquire the property from the tax foreclosure list, allowing for reasonable acquisition costs, through the City, to target specific acquisitions to address blight. A review of the requested property affirms its location in a neighborhood in need of stabilization, a history of code complaints, and opportunity through development and renovation the ability to improve not only a specific property's value, but which are uniquely situated to act as a catalyst in improving aesthetics and property values of the immediate neighborhood. Of properties requested, one was determined to be eligible for Council consideration:

Property 2108 Godfrey Ave SW is vacant, and within the last five years has 7 code complaints on record, and the police department has reported 2 calls at this location. Total amount due to Kent County for acquisition: \$8,837.75.



BUDGET IMPACT:

The City of Wyoming shall be held harmless by the nonprofit developers for the costs of acquisition of the properties from the tax foreclosure list. While we would need to upfront the purchases at a value of \$8,837.75, all costs shall be reimbursed.

ATTACHMENTS: Draft Nonprofit Developer Agreement

NON-PROFIT HOUSING DEVELOPERS AGREEMENT TO ACQUIRE TAX FORECLOSED PROPERTY

This AGREEMENT is made and entered into this 16th day of June, 2014 between Next Step of West Michigan, a Michigan Non-Profit Corporation, 906 S Division, Grand Rapids, MI 49507, hereinafter called “Non-Profit Housing Developer (NPH Developer)”, and the City of Wyoming, a Michigan Municipal Corporation, 1155 28th St SW, Wyoming, MI 49509, hereinafter called “City of Wyoming”.

Recitals

- A. The State of Michigan has adopted Public Act 344 of 1945 defining “Blighted Property” as a property that is a public nuisance in accordance with local housing, building, plumbing, fire, or other related code or ordinance; is an attractive nuisance because of physical condition or use; or is a fire hazard or is otherwise dangerous to the safety of persons or property; or has had the utilities, plumbing, heating, or sewage disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use; or the property has code violations posing a severe and immediate health or safety threat.
- B. As provided for in state law, the City of Wyoming may exercise its right of first refusal to remove properties from the County’s Tax Foreclosure Sale for the purpose of public good, including for blight remediation.
- C. The City of Wyoming must pay a minimum bid price to the Kent County treasurer which consists of unpaid taxes, interest, penalties, interest and fees (including unpaid notice and recording costs).
- D. The City of Wyoming is participating with the NPH Developer in order to assist with preservation of property values through the elimination or prevention of blight.
- E. A NPH Developer may request the City of Wyoming to acquire on its behalf a tax-foreclosed property located within the City of Wyoming, County of Kent, Michigan. All requests will be submitted to the City of Wyoming City Council for approval. The City of Wyoming reserves the right to approve or reject any Tax Foreclosed Property Request based on the need, pre-existing development plans by the City of Wyoming, or the proximity of the requested property to recent or current investment by the NPH Developer, and the overall reasonableness of the request.
- F. The City of Wyoming has agreed to acquire certain tax-foreclosed property on behalf of the NPH Developer under the terms set forth below.

Terms and Conditions

Now, therefore, in consideration of the mutual covenants, set forth herein, the parties agree as follows:

- 1. The City of Wyoming shall include the NPH Developer’s request for the acquisition of the tax foreclosed property(ies) approved by the City of Wyoming City Council from the list attached Exhibit A, hereinafter “Property.”
- 2. The City of Wyoming shall take the necessary steps to attempt to acquire the Property with the intent of conveying the Property to the NPH Developer for the public purpose of rehabilitation or new construction for the purposes of stabilizing property values and reducing blight in their target neighborhoods.
- 3. The NPH Developer agrees to complete rehabilitation of the Property within eighteen (18) months of the City of Wyoming’s conveyance. The NPH Developer shall comply with all applicable housing and

nuisance codes, all applicable State and Federal laws and regulations, and shall submit any required plans, reports, and appeals to the City of Wyoming as requested. If the rehabilitation or new construction is not completed within twelve (12) months of the conveyance, NPH Developer shall return the property to the City of Wyoming upon request of the City of Wyoming. NPH Developer agrees that it shall return the Property acquired under the terms and conditions of this Agreement to the City of Wyoming under the following circumstances:

- A. It does not successfully obtain insurable title or evict occupants as necessary within twelve (12) month's of the City of Wyoming's conveyance.
 - B. It does not complete the required rehabilitation or new construction in accordance with the terms and conditions of this Agreement within 18 months of the City of Wyoming's conveyance (or) receive an extension executed as an addendum of this agreement and based on the City of Wyoming's approval and finding that significant progress has been made and a new deadline is supportable by evidence of schedule and financial support.
 - C. The City of Wyoming, at its sole discretion, determines the NPH Developer has violated any covenant or condition set forth in this Agreement.
 - D. The NPH Developer hereby acknowledges and agrees the acquisition costs they Expend, as outlined in Paragraph 7, 8 and 10, of this Agreement shall not be refunded.
4. NPH Developer covenants and agrees to be bound by a final determination made by the City of Wyoming, or its designee, that any or all of the conditions or covenants herein set forth have been breached, and that upon thirty (30) days written notice by the City of Wyoming to the NPH Developer of such a formal determination of breach, the NPH Developer shall surrender and quit unto the City of Wyoming the Property acquired under the terms and conditions of this Agreement.
 5. Upon the occurrence of the events specified in Paragraphs 3 and 4, the City of Wyoming, its successors or assigns, may enter upon the Property or any part then remaining, and terminate the estate hereby conveyed and thereafter hold the land and improvements thereon in fee simple absolute as if this conveyance had never been made.
 6. Any sale, conveyance, lease or transfer of any nature or kind of the Property prior to completion of the rehabilitation or new construction project anticipated in this Agreement by the NPH Developer is hereby prohibited unless said sale, conveyance, lease, encumbrance, or transfer is made with the express, advance written approval of the City of Wyoming.
 7. The NPH Developer shall deposit with the City of Wyoming a good faith deposit equal to \$500.00 per property. The balance of the purchase price will be due at closing between the NPH Developer and the City of Wyoming.
 8. The deposited monies shall be retained by the City of Wyoming to reimburse the City of Wyoming for its acquisition costs, including recording fees at the time the Property is conveyed to the NPH Developer.
 9. If the City of Wyoming fails to acquire and convey the tax-foreclosed property to the NPH Developer it shall return the monies held on deposit to the NPH Developer.
 10. If the City of Wyoming's costs to acquire and convey the Property exceed the monies held on deposit, the NPH Developer shall reimburse and pay to the City of Wyoming its additional incurred expenses at the time of the conveyance of the Property.

11. If the City of Wyoming's costs to acquire and convey the Property are less than the monies held on deposit, the balance shall be returned to the NPH Developer at the time of the conveyance.
12. The City of Wyoming is not obligated to acquire the Property, but will make reasonable efforts to do so. The City of Wyoming is not liable for the failure to acquire the property, or the quality or marketability of the title to any property transferred under this agreement. The City of Wyoming will convey its interest in the Property by quitclaim deed. The City of Wyoming recommends the NPH Developer obtain an opinion of title or title commitment from a recognized title insurance company regarding the condition of title to be conveyed under this agreement. These expenses or additional expenses required to clear titles will be paid by the NPH Developer.
13. The City of Wyoming shall have no obligations to evict any persons occupying the property. The NPH Developer agrees to take all steps necessary to, if necessary evict occupants at its expense.
14. NPH Developer agrees that it shall pay all real and personal property taxes, water bills, nuisance liens, special assessments or any other costs levied against the Property on or before the date said taxes and/or special assessments become due and payable.
15. No party to this agreement shall have the right to assign its rights or delegate its obligations under this Agreement without the prior written consent of all other parties hereto.
16. Miscellaneous
 - a. This Agreement shall be binding upon, and shall inure to the benefit of, each of the parties hereto and their successors and assigns.
 - b. This Agreement shall be governed by and construed according to the laws of the State of Michigan.
 - c. The invalidity or unenforceability of any term or provision in this Agreement shall not affect the validity or enforceability of any of the remaining terms and provisions in the Agreement, all of which shall remain in full force and effect.
 - d. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and all prior agreements with respect thereto are merged herein.
 - e. This Agreement may be amended only by a written instrument signed by all parties hereto.
 - f. This Agreement may be signed in one (1) or more counterparts, all of which together shall constitute one (1) and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF WYOMING, a
Michigan Municipal Corporation

By: _____
SIGNATORY OR AGENT

Attest: _____

STATE OF MICHIGAN)
)SS
COUNTY OF KENT)

On this _____ day of _____, 2014, before me, the subscriber, a Notary Public in and for said County, personally appeared SIGNATORY OR AGENT of the City of Wyoming, Kent County, Michigan, to me known to be the same person described in and who has executed the within instrument, and acknowledged the same to be his free act and deed.

Notary Public, Kent County, Michigan
My commission expires _____

By _____

Its _____

STATE OF MICHIGAN)
)SS
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the Executive Director of _____, a Michigan Non-Profit Corporation, on behalf of said corporation.

Notary Public, Kent County, MI
My Commission Expires _____

Approved as to form:

Jack R. Sluiter, City Attorney
City of Wyoming

EXHIBIT A

City of Wyoming Tax NPH Developer Foreclosed Property Request Form

Name of Organization: Next Step of West Michigan

Address: 906 S Division Ave, Grand Rapids, MI 49507

Name of Staff Responsible for Request: Scott Jonkhoff Title: Executive Director

Phone: 616 334 6421

Email: scott@nextstep-wm.org

Note: The City of Wyoming is participating with the NPH Developer in order to assist with preservation of property values through the removal or prevention of blight. As such the NPH Developer must provide documentation of proof that the properties being requested are part of the organization's comprehensive revitalization plan, past, or current efforts. This can be exhibited through but not limited to:

- Providing a board approved geographic target area
- Providing existing current written community revitalization plans for the area that includes the requested property.
- Providing proof that the organization has completed the rehabilitation or new construction properties within a defined target area that includes the requested property
- The City of Wyoming is willing to consider other reasonable requests for properties based on the general need to reduce blight and preserve property values.

Please list the properties your organization is requesting. Attach the requested documentation to validate that the properties being requested meet the goal of the City of Wyoming to preserve property values through the elimination or prevention of blight.

Please call Rebecca Rynbrandt at 616-261-3520 to find out the amount required to purchase a specific property.

PP#	House Number	Street	Amount
411711203017	2108	Godfrey Ave SW	\$8,837.75

Please note that the City of Wyoming requires deposit payment in full by July 15th.

Signatory of **NPH Developer:** By signing below, I affirm I have the legal authority to make this request on behalf of the organization/agency.

_____ Date _____

Name, Title

AMENDMENT TO INTERLOCAL AGREEMENT

(SILVER LINE BUS RAPID TRANSIT PROJECT)

THIS AMENDMENT TO INTERLOCAL AGREEMENT (“Amendment”) is made and entered into this ____ day of _____, 2014 by and between the INTERURBAN TRANSIT PARTNERSHIP, a Public Authority incorporated under the Public Transportation Authority Act, P.A., 196 of 1986, (“**The Rapid**”), the CITY OF GRAND RAPIDS, a Michigan municipal corporation (“**Grand Rapids**”), the CITY OF KENTWOOD, a Michigan municipal corporation (“**Kentwood**”), and the CITY OF WYOMING, a Michigan municipal corporation (“**Wyoming**”). Grand Rapids, Wyoming, and Kentwood shall sometimes be referred to collectively in this Amendment as the “**Cities**” and sometimes individually as “**City**.”

Statement of Facts

Amendment

In consideration of the facts stated above, and the mutual covenants and agreements that follow, the parties agree as follows:

1. Addition of Article 4 “Rapid Transit Authority.” The Interlocal Agreement is hereby amended to include an Article 4 that shall read as follows:

ARTICLE 4

RAPID TRANSIT AUTHORITY

- 4.1 Creation. In accordance with the powers granted to them under the Urban Cooperation of 1967, MCL §§ 124.501 *et seq.*, and the Intergovernmental Transfers of Functions and Responsibilities Act, MCL §§ 124.531 *et seq.*, the Cities hereby create a separate legal entity known as the “Rapid Transit Authority” to exercise on behalf of the Cities their individual authority to enforce ordinances to prohibit fare evasion on public transportation vehicles (“Fare Evasion Ordinances”). The Rapid Transit Authority (“RTA”) shall be a public body corporate having the powers granted in section 4.2 of this Agreement.
- 4.2 Powers. RTA shall have the power within the Cities to enforce Fare Evasion Ordinances, to make and enter into contracts, to sue and be sued, to obtain insurance, to indemnify the Cities, to employ agencies or employees, and to incur debts, liabilities, or obligations, which, except as expressly authorized by the Cities, do not constitute the debts, liabilities, or obligations of the Cities.
- 4.3 Governing Body. RTA shall have a governing body that consists of three members (the “RTA Board”). Each City shall appoint one member to represent its interests on the RTA Board.
- 4.4 Executive Director. RTA shall have an executive director appointed by the RTA Board. The executive director shall be RTA’s chief executive officer and shall be responsible for the general supervision, direction, and control of RTA. The executive director shall have

the power, as limited by this Agreement and the RTA Board, to enter into contracts on behalf of RTA.

- 4.5 Funding. RTA shall receive eighty percent (80%) of all proceeds collected by the Cities from the district courts as reimbursement for RTA's operation and enforcement of the Fare Evasion Ordinances.
- 4.6 Transfer of Functions and Responsibilities. During the term of this Agreement, and to the extent required for the joint exercise of powers described in this Article 4, each City hereby grants to each other City as well as the RTA the right to issue municipal civil citations, notices and to enforce any Fare Evasion Ordinance in effect in that City.
- 4.7 Hold Harmless. RTA shall indemnify and hold harmless the Cities and their officers and employees from any and all claims, causes of action, or damages of any kind or nature arising out of the actions of the RTA or its officers, employees or contractors in enforcing the Fare Evasion Ordinances. RTA's obligations hereunder shall survive any termination of this Agreement.

WHEREFORE, the parties have executed this Amendment as of the date first written above.

[Signature pages follow]

(Signature Page to Amendment to Interlocal Agreement for the Silver Line BRT Project)

INTERURBAN TRANSIT PARTNERSHIP, a
Public Authority incorporated under the Public
Transportation Authority Act, P.A., 196 of 1986

By: _____

Its: _____

ATTEST:

(Signature Page to Amendment to Interlocal Agreement for the Silver Line BRT Project)

CITY OF GRAND RAPIDS, a Michigan municipal corporation

By: _____

Its: _____

ATTEST:

(Signature Page to Amendment to Interlocal Agreement for the Silver Line BRT Project)

CITY OF KENTWOOD, a Michigan municipal corporation

By: _____

Its: _____

ATTEST:

(Signature Page to Amendment to Interlocal Agreement for the Silver Line BRT Project)

CITY OF WYOMING, a Michigan municipal corporation

By: _____

Its: _____

ATTEST:

ORDINANCE NO. 13-14

AN ORDINANCE TO ADD ARTICLE VI TO
CHAPTER 78 OF THE CODE OF THE CITY OF WYOMING
ENTITLED “BUS TRANSIT REGULATIONS”

THE CITY OF WYOMING ORDAINS:

Section 1. That Article VI entitled “Bus Transit Regulations” is hereby added to Chapter 78 of the Code of the City of Wyoming to read as follows:

ARTICLE VI
BUS TRANSIT REGULATIONS

Sec. 78-170. Definitions.

As used in this Article, the following definitions shall apply:

(1) *Proof of fare payment means:*

- (a) a transit pass valid for the day and time of use; or
- (b) a receipt showing payment of the applicable fare for use of the public

transportation vehicle during the day and time specified in the receipt.

(2) *Public transportation authority* means a public authority authorized to provide public transportation services or any other entity authorized under the laws of the State of Michigan to provide public transportation services.

(3) *Public transportation entity* means any legal or administrative entity authorized under the laws of the State of Michigan to enforce the provisions of this chapter, including the City of Wyoming and such other entities that may be created with the authority to enforce this chapter.

(4) *Public transportation vehicle* means a bus, train, or any other vehicle used by a public transportation authority to provide public transportation services.

(5) *Transit pass* means any pass, coupon, card, identification, token, ticket or other document used to obtain public transportation services.

Sec. 78-171. Fare Evasion.

No person shall occupy, ride in, or use a public transportation vehicle without paying the fare established by the public transportation authority. All persons that occupy, ride in, or use a public transportation vehicle must possess proof of fare payment and shall present such proof upon the demand of a police officer, security officer, or fare inspector authorized in accordance with this chapter. A violation of this section shall constitute a municipal civil infraction, as provided for in chapter 1 of this Code.

Sec. 78-172. Fare Inspectors.

(1) A public transportation entity may appoint or employ fare inspectors as necessary to enforce the provisions of this chapter. The employing public transportation entity shall determine the requirements for employment as a fare inspector.

(2) A fare inspector that is appointed or employed in accordance with this section is authorized to enforce the provisions of this chapter while acting with the scope or his or her authority and in the performance of his or her duties.

Sec. 78-173. Penalties for fare evasion.

Violation of the fare evasion provisions of this Article shall be a municipal civil infraction with the following penalties plus any statutory Justice System Assessment (or similar statutory assessment):

Initial offense	\$ 65.00
Repeat offense	\$130.00
Subsequent repeat offense	\$250.00

Sec. 78-174 – 78-179. Reserved.

Sec. 78-180. Traffic Lane Reserved for High Occupancy Vehicles Only.

(a) One (1) or more traffic lanes of any street or roadway may be designated by the City as reserved for use by buses, herein called High Occupancy Vehicle (HOVs), at such times and on such days as determined by the City. All lanes so designated shall be appropriately marked with such signs or other markers as the City shall direct.

(b) Notwithstanding the provisions of this subsection, the designation of any lane or lanes of any street or roadway as reserved for HOVs only shall not apply to the use of such lanes by:

1. Emergency vehicles such as fire-fighting vehicles, ambulances and rescue squad vehicles and tow trucks for purposes of providing emergency service in the HOV lane.
2. Vehicles operated by law enforcement agencies.
3. Vehicles of public utility companies operating in response to an emergency call.
4. City maintenance vehicles, such as street sweepers and snow plows, working on such lanes.
5. Private vehicles that must utilize HOV lane to permit a right-turn movement.
6. Bicycles.

7. School buses loading or unloading children.

(c) No operator of a vehicle shall operate that vehicle in a traffic lane designated for high occupancy vehicles as described in this section of the Code, unless authorized herein. A violation of this section shall constitute a civil infraction as provided in this Code.

Section 2. This ordinance shall be in full force and effect on the _____ day of _____, 2014.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2014.

Heidi A. Isakson
Wyoming City Clerk

Ordinance No. 13-14

STAFF REPORT

Date: June 4, 2014
Subject: Microwave Wireless Bridge
From: Captain Kim Koster
Meeting Date: June 9, 2014

Recommendation:

It is recommended that the City of Wyoming enter into an agreement with the Department of Public Safety's radio service provider, Communications Specialists, to purchase and install a microwave wireless bridge between the Hook and Gezon water towers. For a total cost of \$28,867.99, the microwave wireless bridge will replace four (4) analog phone lines which, although outdated and costly, are necessary for Public Safety radio transmission and reception to occur.

Sustainability Criteria:

Environmental Responsibility – The guidelines that will be followed are set forth by the Federal Communications Commission (FCC) which indicate that “ground-level power densities due to microwave directional antennas are normally a thousand times or more below the recommended safety limits.” (*OET Bulletin 56, August, 1999*) - Significant exposure would only occur in the unlikely event that someone were to stand directly in front of the antenna which will be installed on a water tower which is inaccessible to the public.

Social Equity – All Wyoming residents, and those that need Public Safety service, can enjoy equal access to the benefit of this communications proposal.

Economic Strength – Updating our infrastructure will ensure that we have the most efficient and reliable communication system available. The equipment is also digital-capable and expandable to provide for growth and compatibility with future technology.

Discussion:

See attached document.

Budget Impact:

The current system, which includes four (4) analog circuit lines, is costing the City of Wyoming \$14,846.40 in phone circuit charges every year. The \$28,867.99 cost for the purchase and installation of the microwave system would be recouped in approximately two years by not having to pay the monthly analog line fees. In addition, the cost of repairs and maintenance is expected to go down as we will no longer have to pay for expensive and sometimes after-hours services from the phone company. Repairs and maintenance will fall under our current agreement with Communications Specialists who support most of radio infrastructure.

If approved, our FY 2013/2014 budget includes an account (#101-305-32500-956.000-Communications/Dispatch-other services) with funds available for this project.

Interdepartmental Correspondence

TO: Captain Kim Koster
FROM: Sgt. Mark Easterly
DATE: June 2, 2014
SUBJECT: Microwave Wireless Bridge



Administrative Services

Current Situation:

The Police and Fire Services utilize a 20-25 year old analog phone circuits for radio transmission and reception for their use throughout the city. Radio towers have been set up at both the Hook and Gezon Water Towers for communication by both the Police and Fire Services. This system utilizes a dual repeater system connected by analog circuit lines. Radio transmission / reception for the Fire Service originate at the Gezon Water Tower and are sent to the Hook Tower over an analog circuit line. The Police Service utilizes the opposite configuration with the radio transmission / reception originating at the Hook Tower and being sent to the Gezon Tower via another analog circuit line. Both repeated systems utilize a second analog circuit line for the “repeated” feature which makes for the complete system to have to utilize 4 analog circuit lines.

We have been experiencing radio transmission / reception issues in worsening frequency and severity over the last two years. This has been especially true on the Fire Service side of radio transmission and reception. The Hook Tower has been experiencing the most issues and has been off-line with greater frequency. When the Hook Tower goes off line it may last as few as 5 seconds or as long as 10 minutes. This again results in poor coverage of radio reception and is especially affected in the north end of town. Fire Service personnel have heard an increase in “clicking” only being heard with no voice transmissions being heard after the radio has been keyed for use. These issues are also being seen by Police Service personnel in reduced radio coverage throughout the city once the towers go off line.

When radio issues have been identified, a service call is placed to Communication Specialists who is our vendor for system service. Once they get the call that the tower is off line they respond to the specified tower and check the equipment. Once they determine that it is not an issue that they can service, they place a service call to the telephone company to have a technician respond to the tower to fix the issue. This results in Communication Specialists to have to remain on scene and wait for the phone company to respond to let them into the towers to access the equipment.

Once the on-call phone company technician arrives on scene, they examine the equipment and realize that most have never seen nor worked on this type of equipment. They will typically then have to call another technician that is more familiar with this equipment to come out. This again requires Communication Specialists to remain on scene for system access. We have paid bills from Communication Specialists that have been over \$1,000 for them to wait on an after-hours emergency service call for us, just to have telephone company technicians arrive that don’t know how to fix our 20+ year old system.

These radio issues have a serious impact, not only on service to our community, but to our police and fire personnel with not being able to receive or transmit crucial scene information to responding units and to / from those already on the ground. Staff safety has the potential to be compromised.

Current Cost:

These four (4) circuit lines cost the City of Wyoming \$1,237.20 each month (\$309.30 each). This totals to \$14,846.40 in phone circuit charges to the City every year.
Analog to Microwave Radio System

Change Proposal:

Due to the above described issues we have asked our vendor, Communication Specialists, if they could suggest a way to fix these problems. They have suggested that we move from the antiquated analog circuit system that we currently have and move to a microwave radio system between the two towers. This is similar to the microwave system that was installed for radio communication between the City of Grand Rapids Dispatch Center and the tower at the Court Building to facilitate radio communications between them and us for dispatch purposes. We have experienced no failures, issues or this system going off-line since it was installed.

With the proposal, the old analog circuit equipment would be removed from both the Hook and Gezon towers and replaced with a microwave dish on each tower and the accompanying equipment to run the system in the interior of the towers. This equipment is much more reliable and we will not experience the system going off-line and impairing communications between our staff.

City IT has also advised us that phone companies will be phasing out analog circuits soon. The complete phase out is to be completed by 2019. Until they are completely phased out, the telephone companies will begin to raise analog circuit pricing to begin to force customers onto a different system ahead of the phase out.

Cost:

The initial cost of installing the microwave system is \$28,867.99. The only annual recurring cost for the system is the cost of electricity to power the system for use.

Cost analysis:

If this proposal is accepted and installed, we would recoup our initial investment of \$28,867.99 in less than two years with not having to pay the phone company their monthly circuit costs on the 4 circuits. We currently pay for electricity to power the current system.

We would also not have to pay for expensive after-hours service calls that involve waiting for inexperienced phone company technicians to arrive and not be able to service our antiquated system.

Please let me know if you have any questions.

Communications Specialists Inc

4138 S. Division Ave.
 Grand Rapids, MI 49548
 (616) 534-5862 FAX: (616) 534-1475

QUOTE

City of Wyoming
 Police Department
 1155—28th Street SW
 Wyoming, MI 49509

Contact Name: Kim Koster
 Phone #: 616-530-7323
 Cell #:
 Email address:

Date: January 9, 2014

QTY	ITEM	DESCRIPTION	UNIT PR	TOTAL
		Wireless Bridge with Dual T1 Interfaces and Ethernet.		
2	400/ODU/F49F/ 200M/INT	Wireless Broadband Multiplexer, outdoor unit. Factory Default 4.9 Ghz, FCC, 100 MBPS Ethernet throughput.	\$4033.33	\$8066.66
2	400/idue/4tdm	Wireless Broadband Multiplexer, Indoor Unit Enhanced, 4 TDM Ports.	\$1210.00	\$2420.00
2	PS-E-AC/US	AC Power Adaptor (90-240 VAC to 48 VDC) for IDU-E.	\$75.00	\$150.00
2	CBL-UTP/100	Airmux-200 UTP Cable, 100 Meter Cable.	\$278.33	\$556.66
1	RSL 2-1	1 Year RAD's Service Level 2 improves upon Service Level 1 by guaranteeing next business day shipment of Replacement parts. This service plan includes: Access to E-support for software download and FAQs. Dedicated toll-free number for all priority technical support calls on downed faulty or degraded RAD products, 24 hours a day, 7 days a week.	\$2333.33	\$2333.33

SUBTOTAL

TAX

LABOR

TOTAL

See Page 2

How to Order

Proposed by: Matthew D Jackson
 Matthew Jackson **

Accepted by: _____

Prices valid for thirty (30) days from above date:

There is a 3% discount for cash with order.

Communications Specialists Inc

4138 S. Division Ave.
 Grand Rapids, MI 49548
 (616) 534-5862 FAX: (616) 534-1475

QUOTE

City of Wyoming
 Police Department
 1155—28th Street SW
 Wyoming, MI 49509

Contact Name: Kim Koster
 Phone #: 616-530-7323
 Cell #:
 Email address:

Page 2

January 9, 2014

QTY	ITEM	DESCRIPTION	UNIT PR	TOTAL
		Priority handling of all service calls with escalation management to ensure timely problem resolutions.		
		Replacement parts guaranteed to ship by next business day.		
		T1 Channel Bank with 8 E&M Interfaces		
2	1200305E2	Base ATLAS 550 Unit for TDM, ISDN and Frame Relay applications. Accepts 2 network interface modules (one T1/PRI network interface module is included) and 4 user interface modules. Also includes 10/100 Ethernet interface, a single AC power supply and 1 RJ48-Rj48 Cable (15 ft.).	\$3530.00	\$7060.00
2	1200313L1	Atlas 550 User Interface Module. Provides 8 E&M or TO interfaces for 2-wire or 4-wire applications. Supports Type I, II, III, IV, and V signaling. Can be used in any User interface module slot.	\$1171.67	\$2343.34

SUBTOTAL	\$22,929.99
TAX	Exempt
FREIGHT	\$50.00
LABOR	\$5888.00
TOTAL	\$28,867.99

Proposed by: Matthew Jackson
 Matthew Jackson **

Accepted by: _____

Prices valid for thirty (30) days from above date:

There is a 3% discount for cash with order.

MEMORANDUM
City of Wyoming, Michigan

TO : Curtis L. Holt, City Manager

cc: Jack R. Sluiter, City Attorney
Barbara VanDuren, Deputy City Manager
James Carmody, Director of Police & Fire Services
Frank Verburg, Deputy Director of Fire Services
Bill Aman, Fire Marshall

FROM: Heidi Isakson, City Clerk

DATE: May 19, 2014

RE: Permit for Use or Discharge of Fireworks

It has come to our attention that the Fire Safety Act of 2011 requires that any permits issued under that act for the discharge of fireworks for a variety of purposes requires local legislative body approval, rather than by the Fire Department.

An application and review process, followed by approval of the permit by City Council and issuance by the City Clerk, requires two actions.

1. Fee Schedule Amendment

Following discussions with Bill Aman about the type of review and site supervision necessary for public or private use of fireworks, other than “Consumer” or “Low Impact” as defined in the Act, I believe an application fee of \$300 is appropriate.

In addition, with the assistance of Finance Director Tim Smith, we sought the guidance of the Michigan Municipal Risk Management Authority for the coverage type and amount of insurance we should require. That will be included in the Fee Schedule as follows:

Worker’s Compensation & Employer’s Liability,
Michigan Statutory Limits of Liability; General Liability
\$3,000,000 Combined Single Limit for Occurrence,
Aggregate & Property Damage Naming the
City of Wyoming as Additional Insured; Vehicle Liability
Coverage and Michigan No-fault Coverages for owned,
non-owned and hired vehicles \$3,000,000 combined single
limit.

I will propose an amendment to the City Clerk’s Office Fee Schedule to add such a fee and insurance requirements.

2. Ordinance Amendment

The existing Ordinance on fireworks permits states:

Sec. 34-108. Permits.

The city may issue nontransferable permits for the use of agricultural or wildlife fireworks, articles pyrotechnic, display fireworks, special effects or special effects manufactured for outdoor pest control or agricultural purposes or for public display provided that the applicable provisions of Act 256 are complied with.

Sec. 34-109. Permit application.

An application for a permit on a form prescribed by the city shall be made for the use of fireworks requiring a permit at least 15 days in advance of such use. A permit fee for fireworks permit shall be as established by the city council.

I recommend the ordinance be amended to reflect that in 34-108, the City Council, rather than the “city” may issue permits, and that in 34-109, the application be made at least 45 days in advance.

I considered a 30-day application period, but depending on when City Council meetings are scheduled, and when the application is made in relation to those meetings, the Fire Service could have as few as seven days to investigate and make a recommendation prior to a Council meeting. I believe that if an application can be processed in fewer than 45 days, even fewer than 30 days, it will be, but an applicant should not be assured of City Council action prior to the event if fewer than 45 days are planned for.

In addition, if a fireworks display is part of a larger “Special Event” as defined by that ordinance, those applications are due 60 days in advance, and we could easily make a referral for the fireworks permit as necessary.

I would ask that the City Attorney prepare an ordinance addressing these two changes for the June 9, 2014 Council work session. I will have a companion Fee Schedule amendment ready at the same time.

III - CITY CLERK

All Business Licenses, Except as Described or otherwise provided herein:	\$ 40.00
Adult Bookstore and other Adult Businesses	250.00 initial 100.00 annual
Air Pollution Appeals or Variance	25.00
Assemblies, Outdoor	200.00
Auto Body Repair Garages	100.00
Automobile Sales New & Used Cars, Trucks, each lot	50.00
Automobile Wrecking Yard/Scrap Metal and Metal Processing	125.00
Billiards/Pool	125.00
Bowling Alleys	40.00
Carnival	
Nonrefundable application fee	75.00
Additional permit fee per day	50.00
Bond	1,000.00
Insurance: \$3,000,000 Combined Single Limit for Occurrence, Aggregate & Property Damage Naming the City of Wyoming as Additional Insured	
Christmas tree sales (outdoors)	50.00
Concrete Construction License (in Right-of-way)	50.00
Minimum Insurance Policy Limits per Project:	
Automotive Liability/Combined Single Limit \$1 Million	
Liability Coverage (Occurrence/Aggregate) \$1 Million/\$2 Million	
Policy must name the City of Wyoming as Additional Insured	
Dance Hall	125.00
Day Care (7 or more children)	50.00
Dealer of Precious Metal & Gems	50.00
Employment Placement Services	40.00
Fertilizing Services for Lawns, Shrubs or Trees	30.00 per vehicle
Fireworks Permit, Discharge of Fireworks	300.00
Worker's Compensation & Employer's Liability, Michigan Statutory Limits of Liability; General Liability \$3,000,000 Combined Single Limit for Occurrence, Aggregate & Property Damage Naming the City of Wyoming as Additional Insured; Vehicle Liability Coverage and Michigan No-fault Coverages for owned, non-owned and hired vehicles \$3,000,000 combined single limit.	
Gasoline Service Station	35.00 PLUS \$25.00 For each nozzle up to \$50.00 max per pump

Going out of Business/Auction	\$ 50.00
Health Club or Massage Establishment	50.00
Industrial Waste Disposal	300.00
Kennels	40.00
Mfg or Dist. of Paint, Lacquer, Varnish & Oil	100.00
Mfg or Dist. of Solvents & Chemicals	100.00
Pawn Shops/Second Hand Stores	50.00
Peddlers License	10.00 Plus 25.00 per week per person
Poison Gases (Inc. Exterminators & Fumigators)	100.00 Plus \$5.00 per employee
Private School	40.00
Rubbish Hauler	30.00 per vehicle
Insurance: \$500,000/\$1,000,000 Liability, \$100,000 Property Damage	
Solicitation for funds	25.00
Maximum 90 day permit	
Snow Plowing	30.00 per vehicle
Insurance: Automotive Liability/Combined Single Limit \$1 Million Liability Amount (Occurrence/Aggregate) \$1 Million/\$2 Million Policy must name the City of Wyoming as Additional Insured	
Sound Car	25.00
Taxicab/Limousine and other privately owned services providing transportation services to the public (based in the City of Wyoming)	40.00
Insurance: Property Damage \$20,000, Liability \$200,000/\$500,000 Naming the City of Wyoming as Additional Insured	
Taxicab/Limousine and other privately owned services providing transportation services to the public (not based in the City of Wyoming) Operator shall provide proof of insurance equal to or exceeding that required for business based in the City of Wyoming and a copy of the license issued to them by any other city.	
Theater	40.00
Late Renewal	
The late renewal penalty at 30 days shall be 25% of the renewal license fee but not less than \$10.00 and the late renewal penalty at 90 days shall be 50% of the renewal license fee but not less than \$20.00.	
Marriage Ceremonies performed by the Mayor	\$25.00
Notarization	2.00
On-Premise Liquor License Application	300.00
Precinct Maps	3.00
Code of Ordinances	100.00

Qualified Voter File Reports

N/C e-mail
.10 per printed page
.70 per label page
\$5.00 per CD

ORDINANCE NO. 12-14

AN ORDINANCE TO AMEND SECTIONS 34-108 AND 34-109
OF THE CODE OF THE CITY OF WYOMING

THE CITY OF WYOMING ORDAINS:

Section 1. That Section 34-108 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 34-108. Permits.

The city council may issue nontransferable permits for the use of agricultural or wildlife fireworks, articles pyrotechnic, display fireworks, special effects or special effects manufactured for outdoor pest control or agricultural purposes or for public display provided that the applicable provisions of Act 256 are met.

Section 2. That Section 34-109 of the Code of the City of Wyoming is hereby amended to read as follows:

Sec. 34-109. Permit application.

An application for a permit on a form prescribed by the city shall be made for the use of fireworks requiring a permit at least 45 days in advance of such use. A permit fee for a fireworks permit shall be established by the city council.

Section 3. This ordinance shall be in full force and effect on the _____ day of _____, 2014.

I hereby certify that the above-entitled Ordinance was adopted by the City of Wyoming at a _____ session of the City Council held on the _____ day of _____, 2014.

Heidi A. Isakson
Wyoming City Clerk